

RECORDATION NO. 27470 FILED

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SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

April 22, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of February 28, 2008, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document are:

Seller/Assignor: General Electric Railcar Services Corporation
161 North Clark Street, 7th Floor
Chicago, IL 60601

Buyer/Assignee: Infinity Rail II, LLC
c/o Infinity Asset Management, LLC (as
Manager)
1355 Peachtree Street,
Suite 750 - South Tower
Atlanta, GA 30308

Anne K. Quinlan, Esquire
April 22, 2008
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A description of the railroad equipment covered by the enclosed document is:

40 hopper railcars: NAHX 9046, NAHX 9138, NAHX 11030 and within the series NAHX 46121 - NAHX 56287, NAHX 487366 - NAHX 489331 and NAHX 800056 - NAHX 800577 as more particularly set forth in the schedule attached to the document).

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of February 28, 2008 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Infinity Rail II, LLC, a Georgia limited liability company (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of February 28, 2008 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.
2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations, to the extent arising on or after the Closing Date, under each of the following as they relate to each unit:
 - (a) the Lease; and
 - (b) the Master Lease ((a) and (b) collectively, the "Operative Agreements").

Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations, to the extent arising on or after the Closing Date, of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: (i) the railcars described in Schedule 1 to this Agreement together with (ii) every part, accessory, component and any equipment installed therein or attached thereto, except for any that have been installed or attached by the Lessee or other user of the Equipment and have not become property of the lessor pursuant to the Lease as of the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: Rider No. 112 dated September 5, 2006, between the Seller and the Lessee.

Lessee: ConAgra Foods, Inc.

Master Lease: Car Leasing Agreement 1549-1 dated March 9, 1984, between the Seller and the Lessee (as successor-in-interest to ConAgra, Inc.).

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

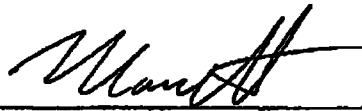
9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

11. **Recordation.** The Seller and the Buyer agree to record this Agreement with the Surface Transportation Board to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: 
Name: Mark A. Stefani
Title: Vice President

INFINITY RAIL II, LLC

By: **Infinity Asset Management, LLC,
as Manager**

By: _____
Jeffrey B. Edelman, Vice President

State of Illinois)

County of Cook)

On this, the 20th day of February 2008, before me, a Notary Public in and for said County and State, personally appeared Mark A. Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



LYNN M. MATUS
Name: Lynn M. Matus
Notary Public

My Commission Expires: 3/28/08
Residing in: ILLINOIS

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto
on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: _____
Title: _____

INFINITY RAIL II, LLC

By: **Infinity Asset Management, LLC,**
as Manager

By:  _____
Jeffrey E. Edelman, Vice President

State of Georgia

County of Fulton

On this, the 28th day of February, 2008, before me, a Notary Public with authority to act in any county in the State of Georgia, personally appeared Jeffrey E. Edelman, a ~~Vice~~ President of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, who acknowledged himself to be a duly authorized officer of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

A circular notary seal for Stephanie Cassamas, Notary Public, DeKalb County, Georgia. The seal contains the text "NOTARY PUBLIC", "DEKALB COUNTY, GEORGIA", and "STEPHANIE CASSAMAS".
Stephanie Cassamas
Name: Stephanie Cassamas
Notary Public

My Commission Expires: Aug. 2, 2009

Residing in: DeKalb County, GA

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2009

(Assignment and Assumption Agreement)

EXHIBIT I
to Assignment and Assumption Agreement

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Infinity Rail II, LLC ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule I hereto, subject to the terms and conditions of the Purchase Agreement, dated as of February __, 2008, between Seller and Buyer, and the Assignment and Assumption Agreement, dated February __, 2008, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1
to Assignment and Assumption Agreement

(List of Equipment and Purchase Price per Unit)

Cars leased to ConAgra Foods, Inc. pursuant to Rider No. 112:

Description: 4750 Cubic Feet Gravity Hopper Cars

Quantity: 40

Reporting marks, identifying numbers and Purchase Price per Unit:

<u>Unit</u> <u>Count</u>	<u>Lessee</u>	<u>Car</u> <u>Mark</u>	<u>Car</u> <u>Number</u>
1	ConAgra Foods, Inc.	NAHX	9048
2	ConAgra Foods, Inc.	NAHX	9138
3	ConAgra Foods, Inc.	NAHX	11030
4	ConAgra Foods, Inc.	NAHX	48121
5	ConAgra Foods, Inc.	NAHX	48130
6	ConAgra Foods, Inc.	NAHX	48281
7	ConAgra Foods, Inc.	NAHX	48294
8	ConAgra Foods, Inc.	NAHX	48803
9	ConAgra Foods, Inc.	NAHX	48987
10	ConAgra Foods, Inc.	NAHX	49340
11	ConAgra Foods, Inc.	NAHX	49485
12	ConAgra Foods, Inc.	NAHX	52801
13	ConAgra Foods, Inc.	NAHX	53842
14	ConAgra Foods, Inc.	NAHX	54197
15	ConAgra Foods, Inc.	NAHX	55232
16	ConAgra Foods, Inc.	NAHX	55236
17	ConAgra Foods, Inc.	NAHX	55502
18	ConAgra Foods, Inc.	NAHX	55504
19	ConAgra Foods, Inc.	NAHX	55517
20	ConAgra Foods, Inc.	NAHX	55838
21	ConAgra Foods, Inc.	NAHX	56028
22	ConAgra Foods, Inc.	NAHX	56044
23	ConAgra Foods, Inc.	NAHX	56045
24	ConAgra Foods, Inc.	NAHX	56048
25	ConAgra Foods, Inc.	NAHX	56058
26	ConAgra Foods, Inc.	NAHX	56085
27	ConAgra Foods, Inc.	NAHX	56086
28	ConAgra Foods, Inc.	NAHX	56250
29	ConAgra Foods, Inc.	NAHX	56287
30	ConAgra Foods, Inc.	NAHX	487368
31	ConAgra Foods, Inc.	NAHX	488878
32	ConAgra Foods, Inc.	NAHX	489331
33	ConAgra Foods, Inc.	NAHX	800056
34	ConAgra Foods, Inc.	NAHX	800072
35	ConAgra Foods, Inc.	NAHX	800092
36	ConAgra Foods, Inc.	NAHX	800171
37	ConAgra Foods, Inc.	NAHX	800389
38	ConAgra Foods, Inc.	NAHX	800478

39	ConAgra Foods, Inc.	NAHX	800518
40	ConAgra Foods, Inc.	NAHX	800577

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 4/22/08



Robert W. Alvord